

A. G. Contract No. KR96 2392TRN  
ADOT ECS File: JPA 96-169  
Project: PE/Design of Four Bridges  
Section: Christensen, Attaway Road,  
LaPalma and Bechtel Road Bridges

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 29 January 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL  
COUNTY acting by and through its BOARD OF SUPERVISORS (the  
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
County.

3. Congress has authorized appropriations for, but not  
limited to, the design of streets and primary, feeder and farm-  
to-market roads; the replacement of bridges; the elimination of  
roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been  
selected by the County and has been submitted to the Federal  
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the  
acquisition of federal funds for the use and benefit of the  
County by reason of federal law and regulations under which funds  
for the project are authorized to be expended.

NO. <u>2/330</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/29/97</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Greenwald</u>

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project. Such changes require the prior consent of the County.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Pinal County  
County Manager  
PO Box 827  
Florence, AZ 85232

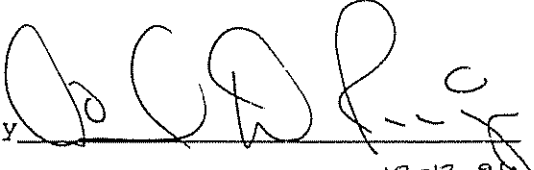
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

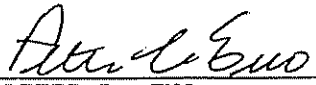
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By   
Board of Supervisors 12-12-96

By   
PETER L. ENO  
Contract Administrator

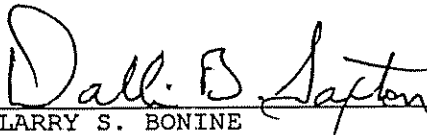
ATTEST

By   
Clerk of the Board Clerk

RESOLUTION

BE IT RESOLVED on this 29th day of October 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the preliminary engineering and design of four bridges in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO. 121296-JPA-96-169

RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS  
AUTHORIZING PINAL COUNTY TO ENTER INTO  
INTERGOVERNMENTAL AGREEMENT JPA 96-169 WITH THE STATE OF  
ARIZONA BY AND THROUGH ITS DEPARTMENT OF  
TRANSPORTATION

WHEREAS, Pinal County ("County") plans to participate in the preliminary engineering and design of replacement bridges on Christensen, Attaway, Bechtel and La Palma Roads (the "Project"), and

WHEREAS, it is in the best interest of the County to have the State of Arizona ("State") through its Department of Transportation ("ADOT") assist in obtaining federal funds for the preliminary engineering and design; and

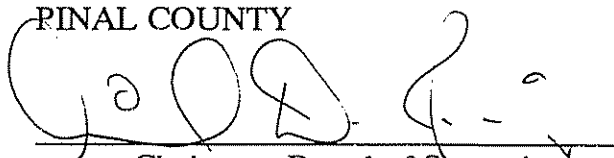
WHEREAS, the Pinal County Board of Supervisors has determined the need to define the responsibilities of the County and the State on the Project.

THEREFORE, BE IT RESOLVED: That it is in the best interest of the County to enter into Intergovernmental Agreement JPA 96-169 with the State, by and through ADOT, for the purpose of defining the responsibilities of the County and the State for the preliminary engineering and design of replacement bridges on Christensen, Attaway, Bechtel and La Palma Roads.

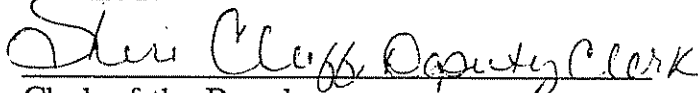
BE IT FURTHER RESOLVED: The Chairman of the Pinal County Board of Supervisors is authorized to execute said intergovernmental agreement on behalf of the County.

PASSED AND ADOPTED this 12<sup>th</sup> day of December, 1996.

PINAL COUNTY

  
Chairman, Board of Supervisors

ATTEST:

  
Clerk of the Board

JPA 96-169

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the State of Arizona, acting through the Department of Transportation, and Pinal County, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 27<sup>th</sup> day of Nov., 1996.

ROBERT CARTER OLSON  
PINAL COUNTY ATTORNEY

By Patricia A. Grieb  
Deputy County Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR96-2392TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 23, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

FEDERAL-AID HIGHWAY PROGRAM  
INTERGOVERNMENTAL AGREEMENT PROJECT REQUEST FORM

Date JUNE 21, 97

JPA # \_\_\_\_\_

TO: JOINT PROJECT ADMINISTRATION  
ENGINEERING CONSULTANTS SECTION

FROM: B.S.B. MURTHY 255-8653  
LOCAL GOVERNMENT SECTION, 630E

Project Location CHRISTENSEN ROAD BRIDGE

Project Termini PIMA LATERAL CANAL

Project No. BR-PPN-0(27)P

TRACS No. SB 366 04 D

Project Sponsor PINAL COUNTY

DISTRICT E F G H K P S (T) Y

Scheduled Bid Advertisement Date 1998

SCOPE OF WORK ARCHAEOLOGICAL TESTING

Estimated Project Cost (incl. 15% CE cost) \$ 18,000

Federal-aid Funds @ 80 % \$ 14,400

Non Federal-aid Funds \$ —

LOCAL funds @ 20 % of 18,000 \$ 3,600

— % Surcharge on total estimated project cost as per  
Local Government Engineer memo of April 4, 1994. \$ —

TOTAL PINAL Co FUNDS =\$ 3,600

SPONSOR CONTACT THERESA GUILLEN

TITLE PROGRAM ADMINISTRATOR

ADDRESS 30 N. Florence St. P.O. Box 727 Florence Ar  
85232

TELEPHONE (520) 868-6511

Cost to ADOT 0

COMMENTS

USE BR FUNDS ~~ASST~~ TO CONDUCT ARCHAEOLOGICAL TESTS.  
IGA, LOCAL FUNDS, TRACS MASTER TO be initiated.





# **PINAL COUNTY**

## **DEPARTMENT OF CIVIL WORKS**

*HIGHWAYS - FLOOD CONTROL - FLEET MAINTENANCE - EMERGENCY SERVICES*

POST OFFICE BOX 727 30 N FLORENCE ST . FLORENCE, AZ 85232 PHONE (520) 868-6411 FAX (520) 868-6511 TDD (520) 868-6523

---

January 14, 1997

Mr. Jack Hammitt  
Joint Project Administration  
Arizona Department of Transportation  
205 South 17th Avenue, Maildrop 616E  
Phoenix, Arizona 85007

Re: Christensen, Attaway, La Palma and Bechtel Road Bridges Intergovernmental Agreement  
No. KR96 2392TRN, JPA 96-169

Dear Jack:

Pinal County Board of Supervisors approved the above referenced agreement on December 12, 1996. I have enclosed the three originals for ADOT's approval. Please return one original.

Thank you.

Sincerely,

Theresa Guillen  
Program Administrator